

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-095

The City of Lincoln, Nebraska intends to enter into a lease and invites you to submit a sealed bid for:

Dual Engine Street Sweeper

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, April 27, 2005, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bids may be downloaded from the City Web-Site: lincoln.ne.gov (keyword: bid)

A Pre-bid Conference will be held at 10:00 A.M. on April 13, 2005 in a Conference Room at the Public Works Street Division located at 901 North Sixth Street.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Fax or email bids are not acceptable. Bid response must be in a sealed envelope.**

Company Name _____

**FOUR WHEEL STREET SWEEPER
CITY OF LINCOLN
BIDDING SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Four Wheel Street Sweeper	One (1)	\$ _____	\$ _____
	Mfg. _____			
	Model # _____			
2.	3 Year 4,000 Hour Lease with Buy Out Option		Annual Cost W/Trade	\$ _____
			Annual Cost WO/Trade	\$ _____
			Buy Out Cost	\$ _____
	Note: All specifications and maintenance agreement requirements described will apply to out right purchased or leased equipment.			
3.	Trade-in Allowance as Described in Section #5 of the Specifications.		(Optional)	\$ _____
4.	New Machine Delivery Time, After Receipt Of Order	_____	Days	
5.	The purchase of additional units by The City of Lincoln under this contract award shall be held firm through ____/____/_____.			

Clarification:

- A. Items # 1,2 and 4 must be completed for bid to be considered responsive as bids will be evaluated based on both Purchase and Lease costs provided (Trade Allowance Optional).
- B. Lease payment schedule to be calculated on a annual pre-payment basis.
- C. If trade-in allowance is accepted it shall be applied as a down payment.
- D. At the end of the lease term the City of Lincoln reserves the right to:
Return the unit as described in the Lease Agreement
(OR)
Purchase the unit for the amount indicated as Buy Out Cost on this bid proposal.
- E. Exceptions to any part of this bid document shall be clearly noted by Item # on your company letter head and signed by appropriate authority.
- G. Bid must include lease payment amortization schedules.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-095**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

EQUIPMENT AND PERFORMANCE SPECIFICATIONS
FOUR WHEEL STREET SWEEPER

1. APPLICATION

- 1.1 The Street Sweeper will be utilized by the City of Lincoln in sweeping of arterial and residential streets within the confines of the Lincoln city limits.
- 1.2 This application demands the Street Sweeper to be capable of efficiently sweeping a wide variety of materials including sand, gravel, clay, dirt and leaves.
- 1.3 Because of the residential sweeping space limitations clear unobstructed view of critical areas and maneuverability are essential.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new, current year manufacture, that is the latest design and production, completely serviced, ready for operation, and including all standard equipment.
 - 2.1.1 Must be PM10 Compliant.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 Street Sweeper is to be of the Four Wheel type with the following models listed as examples, intended solely to indicate size, type and class of equipment desired:
 - 2.3.1 Elgin Eagle AF@ Johnston AMT350"
- 2.4 Bidders are cautioned to read the specification carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.5 Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example.

3. BID AWARD CRITERIA

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of Street Sweeper offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The Street Sweepers ability to satisfactorily perform in its intended application, as determined through the Field Test.
- 3.3 Bidders ability to provide the desired product support.
- 3.4 Previous experience with both the bidder and product being offered.
- 3.5 Delivery schedule.

4. FIELD TESTING

- 4.1 All responding bidders shall make available to The City of Lincoln a Street Sweeper of the same model bid with similar equipment for evaluation of both machine performance and compatibility with intended application.

4. FIELD TESTING cont.

- 4.2 Testing will be completed within three (3) weeks of bid opening and require three (3) working days of equipment availability to effectively perform the desired evaluation.
- 4.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to the evaluation process.
- 4.4 The City of Lincoln shall return the Street Sweeper clean, and with the same amount of fuel, and in the same condition as when received.
- 4.5 The City of Lincoln will not be responsible for any rental or transportation costs associated with the evaluation process.

5. TRADE-ALLOWANCE

5.1 Terms and Conditions

- 5.1.1 Trade-ins are offered on as-is, where-is basis: and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.
- 5.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the Cities premises.
- 5.1.3 Trade-in will be available 10 working days following acceptance of the new sweeper.
- 5.1.4 Bids conditioned upon acceptance by the City of any or all trade-in allowances will not be considered.
- 5.1.5 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to trade-in allowances.

5.2 Equipment List

- 5.2.1 City of Lincoln Equipment # 31024 - 1996 Elgin AF@S/N F0721D-833372
1996 Ford Cargo Chassis S/N 1FDXH70C6TVA29967

5.3 Equipment Inspection

- 5.3.1 Bidders shall contact Jim Chiles, Phone Number 402/441/4941 to arrange inspection of equipment offered as trade.
- 5.3.2 Maintenance history records are available upon request.

Company Name_____

Meets Specs.

Yes No

6. TYPE

- ___ ___ 6.1 Four-wheel with front wheel steering.
- ___ ___ 6.2 Cab-Over-Engine truck chassis mounted.
- ___ ___ 6.3 Dual gutter broom, steering and controls.
- ___ ___ 6.4 Dual engine design with truck type transmission.
- ___ ___ 6.5 Three cubic yard material volume, variable height dump design.
- ___ ___ 6.6 Capable of 50 mph transport speed.

Meets Specs.

Yes No

7. PROPULSION ENGINE

- ___ ___ 7.1 Six cylinder, water cooled, diesel.
- ___ ___ 7.2 190 net horse power minimum.
- ___ ___ 7.3 500 (lb-ft) gross torque minimum.
- ___ ___ 7.4 Dry type dual element air cleaner with ejector type pre-cleaner.
- ___ ___ 7.5 In-cab air cleaner restriction indicator.
- ___ ___ 7.6 Spin on fuel filter with fuel/water separator.
- ___ ___ 7.7 Heavy-duty cooling system with surge tank.
- ___ ___ 7.8 Silicone hose package to include radiator, heater and by-pass hose.
- ___ ___ 7.9 Engine coolant to be manu. recommended extended service to -35F.
- ___ ___ 7.10 Full flow oil filter.
- ___ ___ 7.11 Automatic shut-down and alarm for low engine oil pressure and high engine temperature.

8. AUXILIARY ENGINE

- ___ ___ 8.1 Four cylinder, water cooled, diesel.
- ___ ___ 8.2 45 net horse power minimum.
- ___ ___ 8.3 125 (lb-ft) gross torque minimum.
- ___ ___ 8.4 Dry type dual element air cleaner with ejector type pre-cleaner.
- ___ ___ 8.5 In-cab air cleaner restriction indicator.
- ___ ___ 8.6 Spin on fuel filter with fuel/water separator.
- ___ ___ 8.7 Heavy-duty industrial design radiator with surge tank.
- ___ ___ 8.8 Silicone hose package to include radiator and by-pass hoses.
- ___ ___ 8.9 Engine coolant to be manufact. recommended extended service to - 35 F.
- ___ ___ 8.10 Full flow oil filter.
- ___ ___ 8.11 Air or electric throttle control.
- ___ ___ 8.12 Automatic shut-down and alarm for low engine oil pressure and high temperature.

9. TRANSMISSION

- ___ ___ 9.1 Allison 2000 Series Electronic 5 speed overdrive transmission.
- ___ ___ 9.2 Heavy-duty transmission cooler.
- ___ ___ 9.3 External spin on design oil filter.

10. REAR AXLE AND SUSPENSION

- ___ ___ 10.1 Minimum 21,000 lb. capacity axle.
- ___ ___ 10.2 Two-speed design.
- ___ ___ 10.3 Minimum 21,000 lb. capacity suspension.
- ___ ___ 10.4 U-Joint protection system.

Meets Specs.

Yes No

11. FRONT AXLE AND SUSPENSION

- ___ ___ 11.1 Minimum 10,000 lb. capacity axle.
- ___ ___ 11.2 Minimum 10,000 lb. capacity suspension.
- ___ ___ 11.3 Heavy-duty front shock absorbers.
- ___ ___ 11.4 Stemco ~~A~~Guardian[®] unitized wet seals.

12. WHEELS AND TIRES

- ___ ___ 12.1 Hub piloted 22.5, 10 hole ventilated disc, steel wheels.
- ___ ___ 12.2 11R22.5 14 ply (G) radial tires (Michelin XZE or equal)
- ___ ___ 12.3 One spare tire and wheel, same brand and model as supplied on sweeper.

13. BRAKES

- ___ ___ 13.1 Dual full air system for straight truck application.
- ___ ___ 13.2 Bendix Tu-Flow 15.2 CFM air compressor, clean air supplied.
- ___ ___ 13.3 15" x 4" S-cam front brakes.
- ___ ___ 13.4 16.5" x 7" S-cam rear brakes with heavy-duty spring actuated park brake.
- ___ ___ 13.5 Full vehicle wheel ABS control system.
- ___ ___ 13.6 Bendix AD-IP air drier with heater.
- ___ ___ 13.7 Heated auto-drain valves on all air tanks.
- ___ ___ 13.8 Front and rear brake dust shields.
- ___ ___ 13.9 Front and rear automatic slack adjusters.
- ___ ___ 13.10 Color coded nylon brake lines.
- ___ ___ 13.11 Color coded yellow, park brake knob on instrument panel.

14. STEERING

- ___ ___ 14.1 Full power with dual operator controls.
- ___ ___ 14.2 Tilt and telescoping columns if available from manufacture.
- ___ ___ 14.3 Each steering column to be fully independent and include separate gear boxes, drag links and pitman arms.
- ___ ___ 14.4 Maximum 21' turning radius curb to curb.

15. INSTRUMENTS GAUGES AND METERS (Propulsion Engine)

- ___ ___ 15.1 Key locking starter switch.
- ___ ___ 15.2 Speedometer with odometer.
- ___ ___ 15.3 Tachometer.
- ___ ___ 15.4 Engine hour meter.
- ___ ___ 15.5 Coolant temperature gauge.
- ___ ___ 15.6 Oil pressure gauge.

Meets Specs.

Yes No

- ___ ___ 15.7 Voltmeter.
- ___ ___ 15.8 Transmission temperature gauge.
- ___ ___ 15.9 Fuel gauge.
- ___ ___ 15.10 Air pressure gauge with low air warning buzzer.
- ___ ___ 15.11 Right and left side operator instrument panels to be chassis OEM, full vision illuminated design.

16. INSTRUMENTS GAUGES AND METERS (Auxiliary Engine and Sweeper)

- ___ ___ 16.1 Starter switch.
- ___ ___ 16.2 Tachometer.
- ___ ___ 16.3 Engine hour meter.
- ___ ___ 16.4 Coolant temperature gauge.
- ___ ___ 16.5 Oil pressure gauge.
- ___ ___ 16.6 Hydraulic oil temperature.
- ___ ___ 16.7 Low water indicator.
- ___ ___ 16.8 Air filter restriction indicator.
- ___ ___ 16.9 Hopper full load indicator.
- ___ ___ 16.10 Hopper raise indicator.
- ___ ___ 16.11 Hydraulic filter indicator.
- ___ ___ 16.12 Sweeper position (level) indicator.
- ___ ___ 16.13 Auxiliary engine run light.
- ___ ___ 16.14 Main broom air pressure gauge.
- ___ ___ 16.15 Side broom air pressure gauges.
- ___ ___ 16.16 Instrument panel shall be designed with all gauges and meters illuminated for night operation.

17. SWEEPER CONTROLS

- ___ ___ 17.1 All sweeper controls will be easily accessible from either right or left side operator position.
- ___ ___ 17.2 Controls will be clearly identified by symbol or name.
- ___ ___ 17.3 All chassis controls will be dual design, with the same functional capabilities from either the right or left side operator position.
- ___ ___ 17.4 Full cross-over system to change control and monitor functions from side to side through a single control switch.
- ___ ___ 17.5 Cross-over system will incorporate a safety interlock which will not allow a control change when the sweeper is in motion.
- ___ ___ 17.6 Single transport/sweep switch will be provided to easily shift between sweep and transport modes.
- ___ ___ 17.7 Interlock system which stops and raises sweeping components when the transmission is shifted into reverse or mode switch is placed in transport position.

Meets Specs.

Yes No

18. CAB

- ___ ___ 18.1 Fully enclosed safety-type cab with dual controls and deluxe trim.
- ___ ___ 18.2 Tinted safety glass on all windows.
- ___ ___ 18.3 Deluxe insulation package.
- ___ ___ 18.4 Manual crank down side windows with functional vent windows.
- ___ ___ 18.5 High back cloth covered air suspension seats: Bostrom Air Talladega 905 or equal.
- ___ ___ 18.6 Three-point lap and shoulder belts.
- ___ ___ 18.7 Dual entry grab handles.
- ___ ___ 18.8 Dual armrests and sun visors.
- ___ ___ 18.9 AM/FM radio with weather band.
- ___ ___ 18.10 Head liner and insulated rubber floor mat.
- ___ ___ 18.11 Factory installed air conditioning to include fresh air heater, defroster and ventilator.
- ___ ___ 18.12 Side window defogger vents. (if available from manufacture)
- ___ ___ 18.13 Heater to have separate air flow and temperature controls.
- ___ ___ 18.14 Two speed/intermittent windshield wipers with electric washers.
- ___ ___ 18.15 Dual stainless steel remote controlled, heated west coast type mirrors 6" x 15" with 12" adjustable lower convex mirrors.

19. ELECTRICAL AND LIGHTING SYSTEM

- ___ ___ 19.1 Twelve (12) Volt system.
- ___ ___ 19.2 Two (2) 925 CCA heavy duty maintenance free batteries (Propulsion Engine).
- ___ ___ 19.3 One (1) 925 CCA heavy duty maintenance free battery (Auxiliary Engine).
- ___ ___ 19.4 Both chassis and auxiliary engines shall have minimum 100 amp alternators.
- ___ ___ 19.5 Circuit breaker and fuse protection.
- ___ ___ 19.6 Heavy duty labeled sweeper wire harness with weather resistant connectors.
- ___ ___ 19.7 Vehicle to be equipped with all required and manufactures recommended lighting to comply with FMVSS 108 requirements.
- ___ ___ 19.8 Sealed multi-beam halogen head lights.
- ___ ___ 19.9 Stop, tail, backup and clearance lights.
- ___ ___ 19.10 Directional and hazard lights.
- ___ ___ 19.11 Right and left side main broom spot lights.
- ___ ___ 19.12 Right and left side gutter broom lights.
- ___ ___ 19.13 Hopper interior light.
- ___ ___ 19.14 Front mounted strobe light with brush guard.
- ___ ___ 19.15 Rear mounted directional arrow with in cab control console.

Meets Specs.

Yes No

20. GUTTER BROOMS

- ___ ___ 20.1 Dual gutter brooms.
- ___ ___ 20.2 Direct hydraulic drive.
- ___ ___ 20.3 Minimum 42" diameter steel disc broom section mount plate fitted with bolt-on disposable type broom segments.
- ___ ___ 20.4 Cab controlled on/off.
- ___ ___ 20.5 Cab controlled broom tilt adjustment.
- ___ ___ 20.6 Cab controlled forward and reverse.
- ___ ___ 20.7 Cab controlled raise and lower.
- ___ ___ 20.8 Cab controlled broom down pressure.
- ___ ___ 20.9 Broom speed to be independent of vehicle speed or propulsion engine RPM .
- ___ ___ 20.10 Gutter brooms will extend in sweep position to allow for a sweeping path of 120 inches.

21. MAIN BROOM

- ___ ___ 21.1 Direct hydraulic drive.
- ___ ___ 21.2 Minimum 58" x 34" strip type polypropylene main broom.
- ___ ___ 21.3 Cab controlled on/off.
- ___ ___ 21.4 Cab controlled raise and lower.
- ___ ___ 21.5 Cab controlled broom down pressure.
- ___ ___ 21.6 Broom speed to be independent of vehicle speed or propulsion engine RPM.
- ___ ___ 21.7 Minimum 120" sweeping path including dual gutter brooms.
- ___ ___ 21.8 Replaceable dirt or drag shoes with carbide wear inserts.

21. ELEVATOR

- ___ ___ 22.1 Multi-ply fabric reinforced conveyor belt with molded cleats.
- (OR)**
- ___ ___ 22.1 Squeegee type, with replaceable rubber edge flights, driven by rubber or steel chain.
 - ___ ___ 22.2 Replaceable, abrasion resistant bolt-in design floor.
 - ___ ___ 22.3 Hydraulic drive.
 - ___ ___ 22.4 Cab controlled forward and reverse.
 - ___ ___ 22.5 Cab controlled raise and lower.
 - ___ ___ 22.6 Conveyor speed to be independent of vehicle speed or propulsion engine RPM.
 - ___ ___ 22.7 All required adjustments to sweep both bulky trash and fine material to be accomplished from the cab, during sweeping operations.
 - ___ ___ 22.8 Elevator to be a minimum of 4' wide to allow high volumes of material to flow unobstructed into the hopper.
 - ___ ___ 22.9 Conveyor stall alarm.

Company Name_____

Meets Specs.

Yes No

23. HOPPER

- ___ ___ 23.1 Minimum 3 cubic yard material volume, self-unloading, high dump design, capable of dumping at varying heights ranging from 38" through 120".
- ___ ___ 23.2 Hopper to be steel construction and designed to dump to the right side of the sweeper.
- ___ ___ 23.3 Minimum 50° dump angle.
- ___ ___ 23.4 Minimum 11,000 lbs. lift capacity.
- ___ ___ 23.5 Minimum 28" dump clearance.
- ___ ___ 23.6 Hopper to be complete with hopper window visible from the cab, a skylight for daytime operation and hopper inspection door.
- ___ ___ 23.7 Full load warning indicator.
- ___ ___ 23.8 Park brake, hopper raise safety interlock system.
- ___ ___ 23.9 Safety props.
- ___ ___ 23.10 Hopper movement warning alarm.
- ___ ___ 23.11 Jacks or outriggers required to stabilize chassis during dump cycle is not acceptable.

24. WATER SPRAY SYSTEM

- ___ ___ 24.1 Minimum 280 gallon polyethylene water holding tank.
- ___ ___ 24.2 All standard and optional spray bars will be furnished to include but not limited to front spray bar, gutter and main broom spray bars.
- ___ ___ 24.3 Integral hopper/elevator flush wash down system.
- ___ ___ 24.4 Highest capacity water pump(s) available, capable of dry running.
- ___ ___ 24.5 Low water indicator light.
- ___ ___ 24.6 Cab controlled on/off and right or left side operation.
- ___ ___ 24.7 Serviceable suction strainer.
- ___ ___ 24.8 Cold weather drains.
- ___ ___ 24.9 15' of 2 2 " water fill hose with National Hose Thread fittings and storage device.
- ___ ___ 24.10 25' wash down hose with spray nozzle.
- ___ ___ 24.11 Anti-siphon device compliant to American National Standard Air gaps in plumping systems ASME A112.12-1991.

Company Name _____

Meets Specs.

Yes No

25. HYDRAULIC SYSTEM

- ___ ___ 25.1 Minimum 20 gallon reservoir with sight gauge.
- ___ ___ 25.2 Minimum 26 gpm auxiliary engine driven hydraulic pump(s).
- ___ ___ 25.3 Full flow spin on type hydraulic filter with by-pass.
- ___ ___ 25.4 Hydraulic filter restriction indicator.
- ___ ___ 25.5 Quick-disconnect type test ports on all circuits.
- ___ ___ 25.6 Heavy-duty auxiliary engine mounted oil cooler.

26. WEIGHT AND DIMENSIONS

- ___ ___ 26.1 Minimum 31,000 lb. GVWR
- ___ ___ 26.2 Maximum 121" wheelbase and 91" cab to axle.
- ___ ___ 26.3 Maximum 275" length.
- ___ ___ 26.4 Maximum 102" transport width.
- ___ ___ 26.5 Maximum 130" height
- ___ ___ 26.6 Maximum 252" turning radius (curb to curb).

27. MISCELLANEOUS EQUIPMENT

- ___ ___ 27.1 Auto-Lube automatic lubrication system for sweeper.
(Not to include cab and chassis).
- ___ ___ 27.2 Front tow hooks.
- ___ ___ 27.3 Minimum 50 gallon fuel tank.
- ___ ___ 27.4 Full width steel front bumper.
- ___ ___ 27.5 Mud flaps or full fenders.
- ___ ___ 27.6 Electric back-up alarm.
- ___ ___ 27.7 Dual air horns.
- ___ ___ 27.8 Auxiliary engine compartment shielding.

28. PAINT AND DECALS

28.1 Cab and Chassis

- ___ ___ 28.1.1 Cab to be manufactures standard single stage polyurethane enamel
(DuPont Imron 5000 or equal) white in color.
- ___ ___ 28.1.2 Chassis to be manufactures standard single stage high solids
polyurethane chassis paint, black in color.

28.2 Sweeper

- ___ ___ 28.2.1 All visible exterior metallic surfaces shall be painted prior to
assembly with polyester power coat minimum 2 mils thick.
- ___ ___ 28.2.2 Primary color to be white.
- ___ ___ 28.3 Manufactures standard decals are acceptable.

Company Name _____

Meets Specs.

Yes No

29. MANUALS

- _____ 29.1 **Cab and Chassis**
- _____ 29.1.1 One (1) operators manual.
- _____ 29.1.2 One (1) service manual.
- _____ 29.2 **Sweeper**
- _____ 29.2.1 Two (2) repair, service and trouble shooting manual.
- _____ 29.2.2 One (1) parts manual.
- _____ 29.2.3 One (1) safety, maintenance and adjustment video.

30. SERVICE AND TRAINING

- _____ 30.1 Vendors shall have a full parts and service facility within a reasonable distance from The City of Lincoln Fleet Services Garage.
- _____ 30.2 The successful bidder will provide a minimum of 16 hours of on-site operation and maintenance training at the time of delivery.

31. DELIVERY REQUIREMENTS

- _____ 31.1 Sweeper shall be delivered F.O.B. to Fleet Services Garage, 901 North 6th Street, Lincoln Nebraska, complete with all requested equipment and ready for operation.
- _____ 31.2 If the sweeper shows a lack of proper pre-delivery service will be rejected until it has been properly serviced.
- _____ 31.3 Dealers decals, stickers or other signs shall not be put on the sweeper. Manufacture's nameplates, stamping and other signs are acceptable.

32. WARRANTY

- 32.1 See attached **MAINTENANCE AGREEMENT.**

MAINTENANCE AGREEMENT

1. SCOPE

- 1.1 This agreement applies to all Four Wheel Street Sweeper purchased under City of Lincoln Specification #05-095.
- 1.2 This maintenance agreement will include the truck chassis, sweeper unit and all associated components unless specifically excluded.
- 1.3 This maintenance agreement term shall be as follows from the date of machine acceptance by the City of Lincoln:
 - 1.3.1 The first 4000 operating hours as recorded by the front engine hour meter.(or)
 - 1.3.2 Three years from the date of acceptance, whichever occurs first.
- 1.4 This agreement further defines below the obligation of the Seller and the City.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The City of Lincoln reserves the right at any time during the term of this agreement to sell, lease, loan or trade or otherwise dispose of the Street Sweeper at its discretion.
 - 2.1.1 Such action by The City of Lincoln shall make this agreement immediately null and void.
- 2.2 To every extent possible, repairs will be performed at the machine location within the City of Lincoln.
 - 2.2.1 In the event the seller determines the machine must be taken to an authorized repair facility to accomplish the repairs, all transportation cost will be the responsibility of the seller.
- 2.3 The City of Lincoln will maintain current and accurate maintenance history, fuel, add oil(s) and operating hour records not to exceed a (5) day lag.
 - 2.3.1 Seller reserves the right to examine the City's records at any time upon reasonable notice.
 - 2.3.2 Failure by the City of Lincoln to comply with the provision will render this agreement null and void.
- 2.4 Seller may inspect the Street Sweeper at any time upon reasonable notice.
 - 2.4.1 Seller may make recommendations for operating and maintenance procedures any time during the term of this agreement.
 - 2.4.2 The City of Lincoln, to the best of its ability, will comply with such recommendations within a reasonably time frame, not to exceed thirty (30) days.
- 2.5 Should the Street Sweeper be out of service for ten (10) normal working days due to failure of seller to complete repairs, the seller shall provide to The City of Lincoln at the sellers expense a loaner Street Sweeper of equal size and design, until such time as the Street Sweeper is placed back in service.
 - 2.5.1 Failure of the seller to provide such loaner Street Sweeper after such ten (10) day period will subject the seller to liquidated damages in the amount \$500.00 per day.

- 2.6 Repairs due to acts of nature, fire, theft, vandalism, accident or neglect or abuse directly caused by The City of Lincoln will not be considered the responsibility of the seller.
- 2.7 At any time during the term of this agreement the City of Lincoln reserves the right to return the Performance Bond rendering this agreement null and void.
- 2.8 Complete details of The Maintenance Agreement must accompany your bid proposal, to include but not limited to the following:
 - 2.8.1 Per incident deductibles.
 - 2.8.2 Limits of liability
 - 2.8.3 Exclusions.
 - 2.8.4 Transferability

3. DETAILED SERVICE AND REPAIR REQUIREMENTS

- 3.1 The following repair related expenses will be the responsibility of the seller, through this Maintenance Agreement.
 - 3.1.1 All repairs required to keep the Street Sweeper in satisfactory operating condition, bases on accepted industry standards, through the term of this agreement, and be performed in accordance with the manufacturers' recommendations.
 - 3.1.1.1 All repairs covered under this Maintenance Agreement will be the responsibility of the seller, to include the sweeper, truck chassis, engines, with the seller being the only contact required by the City for such repairs.
 - 3.1.1.2 This Agreement will include all parts, labor, transportation cost and expendables unless otherwise specifically stated in Section 3.2 of this document.
 - 3.1.2 All labor will be performed by individuals Factory Certified to perform repairs on the equipment covered under this agreement, and be full time employees of the seller or chassis dealer.
 - 3.1.3 All parts utilized in the repairs on equipment covered under this agreement, will be OEM new or rebuilt to meet OEM specifications, and carry the manufactures name.
- 3.2 The following will be the responsibility of The City of Lincoln and be excluded from the sellers responsibility, unless normally covered under the manufactures standard warranty:
 - 3.2.1 All parts and labor associated with manufacturers recommended preventive maintenance service, adjustments and inspections.
 - 3.2.1.1 Preventive maintenance service, adjustments and inspections will be performed in accordance with manufactures recommended intervals.
 - 3.2.2 All fuel, lubricants and fluids will meet or exceed manufactures recommendations and be provided by the City of Lincoln.

- 3.2.3 All parts and labor associated with the following wear items:
 - 3.2.3.1 Filters, brooms, brushes, rubber deflectors, dirt shoes and runners.
 - 3.2.3.2 Rubber and plastic components of the elevator system to include conveyor belt, elevator system rubber drive belts, rubber or plastic sprockets and squeezes.
- 3.2.4 All parts and labor associated with working, driving, turn and exterior warning lights. (Less wiring and switches).
- 3.2.5 All parts and labor associated with tire repair and replacement.
 - 3.2.5.1 Tires will be maintained to a level of 5/32 tread depth minimum and be OEM or equal.
- 3.2.6 All parts and labor associated with windshield wiper blades and arms.
- 3.2.7 All parts and labor associated with cab glass.
- 3.2.8 All parts and labor associated with batteries
- 3.2.9 All parts and labor associated with cleaning and repainting.

4. MAINTENANCE CONTRACT

- 4.1 Within thirty (30) working days after the award of bid, the seller must execute a written maintenance contract with The City of Lincoln, which will incorporate The City of Lincoln's specifications as set forth herein.
- 4.2 Failure to enter into a maintenance contract with The City of Lincoln within such time period will cause a forfeiture of the seller's bid security to The City of Lincoln as full liquidated damages.
- 4.3 Also within such time period, the successful bidder must furnish a performance bond in the sum \$10,000.00 executed by the seller and by a corporate surety company authorized to transact business in the State of Nebraska.
- 4.4 Such bond shall be conditional upon the faithful performance of all terms and conditions of the Maintenance Agreement, including the holding harmless of The City of Lincoln from failure to do so, and including the making good of any and all guarantees which the contract documents may require for the duration of the contract period.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

14.2 Material delivered under this proposal shall remain the property of the bidder until:

14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and

14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.

14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.

15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.